

AN ORDINANCE approving a contract by and between the City of Fort Wayne, Indiana, through its Board of Public Works and National Serv-All, Inc. for the collection, transportation and disposal of garbage and refuse.

WHEREAS, the City, through its Board of Public Works, has let bids for the collection of garbage and refuse for the years 1982 through 1987; and

WHEREAS, said contract had been awarded to SCA Services of Indiana, Inc. who had been determined to be the lowest and best bidder by the Board of Public Works subject to the approval of the Common Council of the City of Fort Wayne, Indiana; and

WHEREAS, the Common Council of the City of Fort Wayne, Indiana, rejected said contract with SCA Services of Indiana, Inc.; and

*deleted by amendment*  
~~WHEREAS, National Serv-All, Inc. was the next lowest bidder for said collection of garbage and refuse for the years 1982 through 1987, and~~

WHEREAS, the City is desirous of having a contract for the said collection of garbage and refuse for the said years 1982 through 1987; and

WHEREAS, the Common Council of the City of Fort Wayne, Indiana is desirous of having the proposed contract with National Serv-All, Inc. before it for its consideration and approval.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated by and between the City of Fort Wayne by and through its Mayor and its Board of Public Work and National Serv-All, Inc for collection of garbage and refuse including the transportation and disposal thereof, is hereby, along with all

addenda thereto, ratified and approved in all respects.

SECTION 2. Said contract is made a part hereof and is by reference incorporated herein and further said contract is on file in the Office of the Board of Public Works in the City of Fort Wayne, Indiana.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

*Vivian L. Schmitt*  
COUNCILMAN

APPROVED AS TO FORM AND LEGALITY

*Bruce O. Boxberger* sk  
BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on 10-20-81, the 10 day of October, 1981, at 6 o'clock M., E.S.T.

DATE: 10-20-81

Charles W. Westerman  
CHARLES W. WESTERMAN  
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Stier, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>1</u>			
<u>- BURNS</u>	<u>X</u>				
<u>- EISBART</u>		<u>X</u>			
<u>- GiaQUINTA -</u>	<u>X</u>				
<u>- NUCKOLS</u>	<u>X</u>				
<u>- SCHMIDT, D.</u>	<u>X</u>				
<u>- SCHMIDT, V.</u>	<u>X</u>				
<u>- SCHOMBURG</u>	<u>X</u>				
<u>- STIER</u>	<u>X</u>				
<u>TALARICO</u>	<u>X</u>				

DATE: Nov. 3rd - 1981

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING-MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 5-234-81 on the 3rd day of November, 1981.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

John C. Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 4th day of November, 1981, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 12th day of Nov. 1981, at the hour of 9 A.M. o'clock M., E.S.T.

Winfield C. Moses, Jr.  
WINFIELD C. MOSES, JR.  
MAYOR

*Nov 3 Special Session*

S-81-10-26

BILL NO. \_\_\_\_\_

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON Finance TO WHOM WAS REFERRED AN  
ORDINANCE approving a contract by and between the City of Fort  
Wayne, Indiana, through its Board of Public Works and National  
Serv-All, Inc. for the collection, transportation and disposal of  
garbage and refuse

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

VIVIAN G. SCHMIDT, CHAIRMAN

*Vivian G. Schmidt*

JAMES S. STIER, VICE CHAIRMAN

*James S. Stier*

MARK E. GIAQUINTA

*Mark E. Giaquinta*

PAUL M. BURNS

ROY J. SCHOMBURG

*Roy J. Schomburg*

*Donald Schmidt  
John Truckols  
Samuel Talarico  
Ben Eisbart*

*John Truckols  
Samuel J. Talarico  
Ben Eisbart*

113-8, CONCURRED IN  
DATE \_\_\_\_\_  
CHARLES W. WESTERMAN, CITY CLERK

11-63-1 H.L.  
9/15/81

CITY OF FORT WAYNE, INDIANA  
WINFIELD C. MOSES, JR. - MAYOR

BOARD OF PUBLIC WORKS

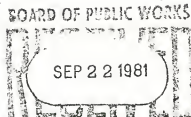
THOMAS W. LATCHEM  
ROBERTA ANDERSON STATEN  
BETTY R. COLLINS

CONTRACT DOCUMENTS FOR  
COLLECTION OF GARBAGE AND REFUSE

1981

NOTICE TO BIDDERS  
INSTRUCTIONS TO BIDDERS

PROPOSAL  
CONTRACT  
SPECIFICATIONS  
GENERAL CONDITIONS  
EXHIBITS



COLLECTION, TRANSPORTATION, AND DISPOSAL  
OF SOLID WASTES  
CITY OF FORT WAYNE, INDIANA  
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<b>EXHIBIT "D" (EEO / Affirmative Action)</b>	Attached

## ADVERTISEMENT FOR BIDS - NOTICE TO BIDDERS

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed bids will be received by the Board at its office in the City-County Building on the 10th day of September, 1981, at 10:00 A.M., for the collection, removal and disposal of solid waste, including garbage, rubbish and household rubbish, from each residence, apartment complex and mobil home court, etc. Contractors are invited to submit their bids on various propositions with respect to terms and period of contract beginning January 1, 1982, as per specifications on file in the office of the Board of Public Works, which are by reference incorporated herein.

Bidders may obtain a copy of said specifications prior to submitting their bids.

The Board reserves the right to accept any proposal, or to reject any or all proposals.

BOARD OF PUBLIC WORKS

THOMAS W. LATCHER  
ROBERTA ANDERSON STATEN  
BETTY R. COLLINS

ATTEST: Sandra Kennedy, Clerk

PUBLISH:

## INSTRUCTION TO BIDDERS

1. PROPOSALS: each Proposal shall be legibly written or printed in ink on the form provided in this bound copy of proposed contract documents. No alterations are to be made on the printed forms by erasures, interpolations, or otherwise, unless each such alteration is signed or initialed by the bidder; if initialed, the City may require the bidder to identify any alteration so initialed. No alteration in any Proposal, or in the form on which it is submitted, shall be made after the Proposal has been submitted. All addenda to the contract documents, properly signed by the bidder, shall accompany the Proposal when submitted.

Each Proposal shall be enclosed in a sealed envelope or wrapping, addressed to the Board of Public Works of the City of Fort Wayne, Indiana, identified on the outside with the words, "PROPOSAL FOR COLLECTION, TRANSPORTATION, AND DISPOSAL OF SOLID WASTES", and filed with the Board of Public Works, City-County Building, Fort Wayne, Indiana.

2. PROPOSAL GUARANTEE: Each Proposal shall be accompanied by a Cashier's Check or a Certified Check drawn on an acceptable bank, or an acceptable bidder's bond for the Zone or Zones being bid. The Proposal Guarantee amounts per Zone are listed below:

### PROPOSAL GUARANTEE AMOUNTS:

Zone No. 1: (City Wide Zone)	\$ 120,000.00
Zone No. 2: (Southeast Zone)	\$ 40,000.00
Zone No. 3: (Southwest Zone)	\$ 40,000.00
Zone No. 4: (Northern Zone)	\$ 40,000.00

If Contractor is bidding Zone No. 1 along with any other Zones independently, the Contractor is responsible for only submitting the maximum amount for Zone No. 1. If Contractor is bidding on only one or two of the independent Zones, the Contractor must submit an amount equal to the sum of the amounts for the Zones being bid. At no time must a Bid Bond be submitted greater than \$120,000.00.

The proposal guarantee shall be made payable without condition to the Board of Public Works of the City of Fort Wayne, Indiana, hereinafter referred to as Owner. The proposal guarantee may be retained by and shall be forfeited to the Owner as liquidated damages if the



Proposal is accepted and a contract based thereon is awarded and the bidder should fail to enter into a contract in the form prescribed, with legally responsible sureties, within ten (10) days after such award is made by the Owner.

3. RETURN OF PROPOSAL GUARANTEE: The proposal guarantee deposit of each bidder will be returned if his/her Proposal is rejected. The proposal guarantee deposit of the bidder to whom a contract is awarded will be returned when he/she executes a contract and files a satisfactory performance bond. The proposal deposit of the second lowest and best responsible bidder may be retained for a period not to exceed sixty (60) days pending the execution of the contract and bond by the successful bidder.

4. WITHDRAWAL OF BID: No bidder may withdraw his/her Proposal for sixty (60) days after the date and hour set for the opening.

5. ACCEPTANCE AND REJECTION OF BIDS: The Owner reserves the right to accept the bid which, in its judgment, is the lowest and best bid; to reject any or all bids for any reason whatsoever; and to waive irregularities or informalities in any bid. Bids received after the specified time of closing will be returned unopened.

6. SIGNATURE OF BIDDERS: Each bidder shall sign his/her Proposal and all Addendum using his/her usual signature and giving his/her full business address. Bids by partnerships shall be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. Bids by corporations shall be signed with the name of the corporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation. The names of all persons signing should also be typed or printed below the signature. A bid by a person who affixes to his/her signature the word, "president", "secretary", "agent", or other designation without disclosing his/her principal may be held to be the bid of the individual signing. When requested by the Owner, satisfactory evidence of the authority of the person signing shall be furnished.

7. INTERPRETATION OF CONTRACT DOCUMENTS: If any person who contemplates submitting a bid is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, he/she may submit to the Board of Public Works, 1 East Main St., Room 910, City County Bldg., Fort Wayne, Indiana 46802, a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Interpretation of the proposed contract documents will be made only by addendum. A copy of each addendum will be mailed or delivered to each person obtaining a set of contract documents from the Board of Public Works. The Owner will not be responsible for any other explanations or interpretations of the proposed contract documents.

September 4, 1981, 10:00 A.M. is the final day and time by which bidders may submit written requests related to interpretation of contract documents. This time has been set in order that the Board of Public Works may have ample time to respond in writing to each person who contemplates submitting a bid package.

8. LOCAL CONDITIONS AFFECTING WORK: Each bidder shall visit the site, or sites, of the work and shall completely inform themselves relative to potential hazards, labor conditions, and all other conditions and factors, local and otherwise, which would affect completion of the work and its cost. All such factors shall be properly investigated and considered in the preparation of the bidder's Proposal. There will be no subsequent financial adjustment for lack of such prior information.

9. QUALIFICATION OF BIDDERS: Each bidder must furnish satisfactory evidence that it has operated or is presently operating a residential refuse collection system of a type and extent comparable to that outlined in these specifications, and that it has successfully conducted such an operation for a period of not less than two (2) years within the last five (5) years and the bidder must be able to demonstrate sufficient refuse collection experience to satisfy the Board of Public Works that the provisions of the Contract documents can be fully and satisfactorily complied with. Further, each bidder shall be required to demonstrate to the satisfaction of the Board of Public Works that it has adequate equipment, financial resources, adequate work plan, facilities, experienced personnel and expertise to perform the Services called for by this

Contract and shall furnish such information and/or proof covering its qualifications when requested by the Board of Public Works. Refuse collection operations which have or are now being operated by the bidder shall be subject to inspection to determine the bidder's ability to perform satisfactorily under the Contract. No Contract shall be awarded to a bidder who, as determined by the Board of Public Works, is not qualified to adequately perform due to an unsatisfactory record, inadequate experience or who lacks the necessary capital, organization or equipment to conduct and complete the services in strict accordance with the terms and conditions of the Contract. Bids will be considered from only those bidders, that in the opinion of the Board of Public Works, have a sufficient background or experience in the refuse collection field and meet the other requirements called for in the Contract documents.

10. INDIANA LEGAL REQUIREMENTS: Each bidder shall submit under oath with his/her Proposal, completed statements of his/her experience, his/her proposed plan for performing the work, the equipment which he/she has available to perform the work, and his/her financial statement. The statements shall be submitted on Questionnaire Form No. 96-A of the Indiana State Board of Accounts. The term "construction" in Form No. 96-A shall be interpreted to mean the "collection, transportation, and disposal of solid waste".

11. GUARANTEE: If any bidder relies on the assets of its parent corporation or any other entity, then a guarantee document, legally executed by such parent corporation or any other entity shall be submitted along with and as a part of the bidder's bid as to the fact that such parent corporation or any other entity guarantees the full and faithful performance of this contract and that all assets of the parent corporation or other entity would be subject to the faithful performance of the bidding company.

12. PERFORMANCE BOND: The bidder to whom a contract is awarded will be required to furnish an annual Performance Bond acceptable to the Owner in an amount as set forth in the specifications.

The bond shall be executed by a surety company authorized to do business in the State of Indiana and acceptable as Surety to the Owner.

Accompanying the bond shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the surety company and certified to include the date of the bond.

13. BOUND COPY OF CONTRACT DOCUMENTS: The Proposal or other bidding forms shall not be removed from the bound copy of contract documents. The copy of contract documents filed with each bid shall be complete and shall include all items listed in the Table of Contents and all addenda.

14. TERM OF CONTRACT: The term of this contract shall be for a period of six (6) years, beginning January 1, 1982 and ending December 31, 1987, with an Option to renew with the approval of all contracting parties for a period not to exceed one (1) year, conforming with the same terms and conditions established with this initial contract.

15. PROPOSITIONS: Contractor must submit a Price for Propositions No.s 1 through 3 as stated in the Contract.

CITY OF FORT WAYNE, INDIANA  
COLLECTION, TRANSPORTATION, AND DISPOSAL OF SOLID WASTES  
-----

COLLECTION, TRANSPORTATION, AND DISPOSAL OF SOLID WASTES

FROM

FORT WAYNE, INDIANA

PROPOSAL  
-----

TO THE BOARD OF PUBLIC WORKS  
CITY OF FORT WAYNE, INDIANA

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding the extent and character of the work covered by this Proposal and all other factors and conditions affecting or which may be affected by the work,

HEREBY PROPOSES to furnish all required materials, supplies, solid waste disposal facilities and equipment; to provide and perform all necessary labor and supervision; and to perform all work stipulated in, required by, and in accordance with, the proposed contract documents and the specifications, and other documents referred to therein (as altered, amended, or modified by addenda), in the manner and time prescribed, and to accept in full payment sums determined by the bid plus the following unit price plus or minus any special payments and adjustments provided in the Specifications.

PROPOSITIONS NO. 1 THROUGH 3 - This Contract provides for five (5) Options for Cost Adjustment over the period of this Contract. For evaluating this Contract on an equal basis, the City requests that the Contractor bids using all five (5) Options. Should Contractor not bid one or more of the Options, the Contractor waives any claim against the City for bias or unfair evaluation of the bids.

(a) The City has established the five (5) different methods of calculating the Annual Cost Adjustment for

the term of the contract for the purpose of maximizing competitive bidding. To create a fair and equitable process of evaluating bids, the City requests that each bidder submit prices based on each Cost Adjustment method. Should any bidder elect not to bid all methods, the bidder so allows the City to evaluate the bids in any manner that is, in the opinion of the Board of Public Works, in the best interest of the City, without protest or recourse.

# PROPOSITION NO. 1.

For the complete performance of all the terms, conditions and provisions of Proposition No. 1, as per specifications, namely,

A six (6) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from:

- (a) Curb or alley location for each household and duplex unit.
- (b) approved curb location for mobile home courts
- (c) Refuse collection from City Facilities as specified within this Contract.

Total (per zone) City of Fort Wayne, Indiana, first year annual amount, subject to adjustments provided in the Specifications.

COST ADJ. OPTION	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4
NO. 1	.....	.....	.....	.....
NO. 2	.....	.....	.....	.....
NO. 3	.....	.....	.....	.....
NO. 4	.....	.....	.....	.....
NO. 5	.....	.....	.....	.....

PROPOSITION NO. 2:

For the complete performance of all the terms, conditions and provisions of Proposition No. 2, as specifications, namely,

A six (6) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from Multi-Family units; (Three (3) units and over)

(a) Per unit price for once a week "single family type" pickup of Multi-Family units (Costs paid by the City):

COST ADJ. OPTION	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4
NO. 1	.....	.....	.....	.....
NO. 2	.....	.....	.....	.....
NO. 3	.....	.....	.....	.....
NO. 4	.....	.....	.....	.....
NO. 5	.....	.....	.....	.....

PROPOSITION NO. 3:

Adjustments in the contract price, per zone, for the providing of "single family type" collection and disposal of solid waste caused by changes in the total number of residences referred to herein, resulting from annexation, new construction or demolition.

In case of annexation to the City the contractor operating in the physically adjacent zone will increase service to the applicable units. Note: regarding the Exhibit "B" map, the North/Southeast/Southwest zone lines extend beyond the current city limits to take future annexation into account.

Per month, Collection Unit Change:

COST ADJ. OPTION	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4
NO. 1	.....	.....	.....	.....
NO. 2	.....	.....	.....	.....
NO. 3	.....	.....	.....	.....
NO. 4	.....	.....	.....	.....
NO. 5	.....	.....	.....	.....

The undersigned bidder agrees to enter ~~into~~ a contract with the City of Fort Wayne, Indiana for the collection, transportation and disposal of residential solid waste including garbage, rubbish, and household rubbish, in accordance with the terms and provisions of the Notice to Bidders, Instructions to Bidders, Specifications, Proposal Form, Non-Collusion Affidavit, Form ~~9-10~~ Affirmative Action Program, and Questionnaire of Experience in City Wide or Individual Zone collection and, if applicable, operation of an EPA approved sanitary landfill.

The undersigned bidder agrees to furnish the required bond and to enter into a contract within ~~ten~~ (10) days after acceptance and award of this proposal.

Enclosed herewith is the required ~~proposal~~ guarantee in the amount or amounts required depending on which Zone or combination of Zones are bid. The ~~maximum~~ required proposal guarantee for any proposal is \$120,000.00.

Proposal Guarantee Amounts:

Zone No. 1: (City Wide Zone)	\$ <del>100,000.00</del>
Zone No. 2: (Southeast Zone)	\$ <del>100,000.00</del>
Zone No. 3: (Southwest Zone)	\$ <del>100,000.00</del>
Zone No. 4: (Northern Zone)	\$ <del>100,000.00</del>

The undersigned bidder agrees to ~~pay~~ the above specified amount which will become the ~~property~~ of the Board of Public Works, as liquidated damages, should this Proposal be accepted and a contract be ~~awarded~~ to him and he/she fail to enter into a contract in the ~~form~~ prescribed and to furnish the required bond within ~~ten~~ (10) days, but



otherwise the aforesaid proposal guarantee will be returned upon his/her signing the contract and delivering an approved performance bond.

In submitting this bid it is understood that the right is reserved by the Owner to reject any and all bids, and it is understood that this bid may not be withdrawn during a period of sixty (60) days after the scheduled time for the receipt of bids.

Complete information for (a) Work references, (b) Form 96-A: Financial Statement, Work Plan, Equipment list and list of Officers and Stockholders owning 10% or more, (c) Sanitary landfill operation if applicable, (d) Non-Collusion Affidavit, and (e) Affirmative Action Program.

A Non-Collusion Affidavit as required by the Statutes of the State of Indiana and Questionnaire Form 96-A of the Indiana State Board of Accounts are properly executed and attached hereto.

Dated in ..... this ..... day of ..... 1981.

SIGNATURE OF BIDDER:

If an Individual: ..... doing business  
as.....

If a Partnership: .....  
by ..... Partner

If a Corporation: .....  
by .....  
Title ..... (SEAL)

Business Address of Bidder: .....  
.....  
.....

## NON-COLLUSION AFFIDAVIT

STATE OF ..... )  
 ) SS:  
COUNTY OF ..... )

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership represented by him/her, entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding, nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding in any way or manner whatever.

CONTRACTOR: .....

**Eg** .....  
.....

Title ..... (SEAL)

Subscribed and sworn to before me this .... day of  
....., 1981.

.....  
Notary Public

My Commission Expires:

.....

WORK EXPERIENCE

The following is a listing of work of similar character (Municipal Residential Collection) which the undersigned has performed during the last five (5) years:

<u>NAME OF CITY</u>	<u>DATE &amp; TERM OF CONTRACT</u>	<u>CONTRACT PRICE</u>
---------------------	------------------------------------	-----------------------

The following is a listing of work of similar character (Municipal Residential Collection) which the undersigned is now performing:

<u>NAME OF CITY</u>	<u>DATE &amp; TERM OF CONTRACT</u>	<u>CONTRACT PRICE</u>
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## CONTRACT

CITY OF FORT WAYNE, INDIANA

THIS CONTRACT, Made the 3rd day of November, 1981, by and between NATIONAL SERV-ALL, INC., whose address is 6231 MACBETH ROAD, FORT WAYNE, INDIANA 46809, hereinafter called "Contractor", and the City of Fort Wayne, Allen County, Indiana, a Municipal Corporation, acting by and through its Board of Public Works, hereinafter called the "Owner",

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

### ARTICLE I, SCOPE OF WORK

The Contractor shall and agrees to perform everything required to be performed and shall provide and furnish at its sole cost and expense all the labor, tools, materials, expendable equipment, transportation services, bonds and insurance required to perform and to complete in a workman-like manner all the work required for the disposal of solid waste including garbage, rubbish and household rubbish as specified in the Propositions listed in Article II, identified in these contractual documents as Contract No. .... all in strict accordance with the specifications and other contractual documents above mentioned which are hereby made a part of this contract; and the Contractor shall do everything required by this contract and the other documents constituting a part hereof.

### ARTICLE II, THE CONTRACT PRICE

The Owner shall and agrees to pay to the Contractor for the performance of the aforementioned work as set out in Article I, as bid by successful bidder as follows:

PROPOSITION NO. 1: (Annual amount, first year)

COST ADJ. OPTION	ZONE NO. 1	ZONE NO. 2	ZONE NO. 3	ZONE NO. 4
NO. 1	.....	.....	.....	.....
NO. 2	.....	.....	.....	.....
NO. 3	.....	.....	.....	.....
NO. 4	\$1,803,785.00.....	.....	.....	.....
NO. 5	.....	.....	.....	.....

PROPOSITION NO. 2 (Per Month, Per Unit)

COST ADJ. OPTION	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4
NO. 1	.....	.....	.....	.....
NO. 2	.....	.....	.....	.....
NO. 3	.....	.....	.....	.....
NO. 4	.....\$2.69.....	.....	.....	.....
NO. 5	.....	.....	.....	.....

PROPOSITION NO. 3: (Per Month, Per Unit)

COST ADJ. OPTION	ZONE NO.1	ZONE NO.2	ZONE NO.3	ZONE NO.4
NO. 1	.....	.....	.....	.....
NO. 2	.....	.....	.....	.....
NO. 3	.....	.....	.....	.....
NO. 4	.....\$2.99.....	.....	.....	.....
NO. 5	.....	.....	.....	.....

### ARTICLE III, PAYMENTS TO CONTRACTOR

No later than the thirtieth of the first month of the first year of the contract and on each succeeding thirtieth day of each calendar month following, the Owner will make 1/12 payment for solid waste collection and disposal as specified. At the discretion of the Contractor, 1/24 payments may be made on the fifteenth and thirtieth of each month.

The Contractor shall report to the Board of Public Works on a quarterly basis, identifying the number of units served under Proposition I, and the number of units under Proposition II by address, and, if applicable, Proposition III, electing "single family type" service. The report will establish the number of units that the Contractor will be reimbursed for, as stated in Proposition No. 2. Payment for Multi-Family units will be made concurrently with payments for single family, duplex, and mobile home units under Proposition No. 1.

### ARTICLE IV, INSURANCE AND INDEMNIFICATION

The Contractor agrees to provide Workman's Compensation Insurance and Public Liability and Property Damage Insurance under the terms and conditions as set forth in the General Specifications and covenants and agrees to hold the Owner harmless from all suits and damages as more specifically set out and provided in said General Specifications.

### ARTICLE V, COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached.

1. Notice to Bidders
2. Instructions to Bidders
3. Specifications
4. Proposal Form
5. Non-Collusion Affidavit
6. Form 96-A
7. Statement of experience in Collection of Solid Waste
8. Performance Bond

9. This Contract
10. Insurance Certificates
11. EEO/AA Documents (2) Exhibit "D"

#### ARTICLE VI, APPROVAL OF CONTRACT

This contract, although executed on behalf of the owner by its Mayor and by the Board of Public Works, shall not be binding or obligatory upon the Owner unless and until it shall have first been approved by the Common Council of the City of Fort Wayne, and should the Common Council of the City fail to approve same within thirty (30) days after the date hereof, this contract shall become and be wholly void.

To each of the conditions and stipulations of this contract, the undersigned, each for itself, binds itself, its successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties, hereunto set our hands and seals on the day and year first above written.

By: *National Sewer Alliance*  
*Charles Walbridge Sac Trees*

CITY OF FORT WAYNE, INDIANA  
*Winfield C. Moses, Jr.*  
Winfield C. Moses, Jr., Mayor

BOARD OF PUBLIC WORKS  
*Thomas W. Latchem*  
Thomas W. Latchem, Chairman  
*Roberta Anderson Staten*  
Roberta Anderson Staten, Member  
*Betty R. Collins*  
Betty R. Collins, Member

ATTEST:  
*Sandra E. Kennedy*  
Clerk of the Board

ACKNOWLEDGEMENT

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 3rd day of November, 1981, Charles Stalbridge..... and acknowledged the execution of the foregoing instrument to be his voluntary act and deed for the purposes herein mentioned.

WITNESS my hand and Notary Seal.

Sandra E. Kennedy  
.....  
Notary Public Resident of  
Allen Co.

My Commission expires:

March 5, 1984.....



ACKNOWLEDGEMENT

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF ALLEN )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared this 3rd day of November, 1981, Winfield C. Moses, Jr., and also, Thomas W. Latchem, Betty R. Collins, Roberta Anderson Staten, and Sandra Kennedy, known to me to be the Mayor, the members of the Board of Public Works and the Clerk of said Board, respectively, of the City of Fort Wayne, Indiana, and Acknowledged the foregoing agreement to be their voluntary act and deed of such Mayor, members of the Board of Public Works and Clerk of said Board of the City of Fort Wayne, Indiana, respectively, and the voluntary act and deed of said City.

WITNESS my hand and Notary Seal

Alfred S. Hancock  
.....  
Notary Public County of Allen Co.

My Commission expires:

Jan. 18, 1983 .....

Approved as to form and legality:

Bruce D. Boxberger  
.....  
Bruce D. Boxberger, City Attorney

ADDENDUM

This Addendum entered into this <sup>3RD</sup> ~~15th~~ day of <sup>November</sup> ~~September~~, 1981, by and between the City of Fort Wayne, Indiana, by and through its Board of Public Works, hereinafter called "City" and National Serv-All, Inc., hereinafter called "Contractor".

WITNESSETH:

WHEREAS, the parties hereto are parties to a contract for the collection, transportation and disposal of garbage and refuse for the City of Fort Wayne, Indiana. Said contract is of even date herewith;

WHEREAS, said contract consists of all specifications as prepared by the Board of Public Works of the City of Fort Wayne, Indiana;

WHEREAS, said contract provides for formulae adjustments on monies to be paid by the City to the Contractor for services to be rendered by Contractor and these formulae are contained on pages 40 and 41 of the contract documents;

WHEREAS, it is the desire of the parties to clarify the application of said formulae as provided under option #4, pages 40 and 41 of the contract documents.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. It is understood and agreed by the parties hereto that any percentage change in fuel prices shall not exceed the percentage change in fuel as experienced by the City of Fort Wayne,

Indiana, for a similar period.

2. It is understood and agreed by the parties hereto that the percentage change in the consumer price index shall be that annual change in the consumer price index as determined by the United States Department of Labor running from November to November commencing November, 1981.

Any subsequent adjustments to the consumer price index for said one year period of time (November to November) shall be taken into consideration, either upward or downward, in the adjustment that would otherwise be made for the year next following. Provided, however, that no such adjustment shall be made in the last year of the contract.

3. It is understood and agreed that any percentage change in labor costs shall be only that percentage change in the hourly rate of the Contractor's employees exclusive of all other forms of compensation including but not limited to fringe benefits, vacation days and the like. If the Contractor has in effect a collective bargaining agreement with its employees then the percentage change as required under said contract shall be determinative of the percentage change in labor costs as to be calculated under this contract.

4. It is agreed by the parties hereto that this Addendum constitutes a binding agreement between the parties and same shall be construed as part and parcel of the original contract documents but it is noted that no changes in the original contract documents are being made herein, rather, this Addendum is for

purposes of clarification.

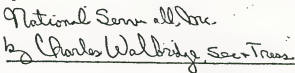
IN WITNESS WHEREOF, this Addendum has been signed the  
day, month and year above written.

  
WIN MOSES, JR., MAYOR

  
THOMAS W. LATCHEM, CHAIRMAN  
BOARD OF PUBLIC WORKS

  
ROBERTA ANDERSON STATEN, MEMBER  
BOARD OF PUBLIC WORKS

  
BETTY R. COLLINS, MEMBER  
BOARD OF PUBLIC WORKS

  
NATIONAL SERV-ALL, INC., Contractor

CITY OF FORT WAYNE, INDIANA

SOLID WASTE COLLECTION

GENERAL SPECIFICATIONS

1981

1. INTENT AND PURPOSE:

It is the intent of the CITY OF FORT WAYNE to furnish to its residents a comprehensive solid waste collection service consisting of a weekly pickup from the property of bagged and containerized garbage, rubbish, and household rubbish. Collection service to be based upon total solid waste pickup from all residents, apartment complexes and mobile home courts within the boundaries of the specific Zones established in this Contract. Included, will be the pickup of all City operated facilities, excluding Aviation and Parks, and all City "Trash Cans".

2. ZONES:

This contract will allow for up to three separate proposals within one bid. The City has been divided up into three Zones. Each Zone may be bid independently from each other, or any combination of Zones may be bid. As well as bidding on each, or any combination, of Zones, it is encouraged that each contractor bid on Zone No. 1. Location of each Zone and the number of dwelling units by size are attached to this document as Exhibit "A".

3. DEFINITIONS:

A. GARBAGE - The word "garbage" as used herein shall mean and comprehend all and every refuse accumulation of animal, fish, fowl, fruit or vegetable matter that results from the preparation, use and cooking of food, tin cans, glass bottles and broken crockery which have been used as food or beverage holders, also old bottles, glass, china and crockery.

B. RUBBISH - The word "rubbish" means all rags, broken glass, crockery, bottles, tin cans, paper, grass cuttings and household refuse, generally including extinguished incinerator ashes and refuse from paper burners, and cold

ashes from heating plants and coal stoves. It is that material which is easily placed in household refuse containers. Hot coals are excluded.

C. HOUSEHOLD RUBBISH - The word "household rubbish" will include the picking up from residential property, apartment complexes and mobile home courts household goods, household refuse, furniture, springs and mattresses, tin cans, bottles, crockery, broken glass, rags, grass cuttings and other similar debris, hedge cuttings and shrubbery trimmings, bundled, boxed or otherwise contained, furnace pipe, stoves, water heaters, refrigerators, television sets, trunks, incinerator refuse and cold ashes of all kinds and descriptions, wood not over 60 inches in length, all rubbish, trash, debris, waste, litter, scrap, packings, excelsior, straw, metal cooking utensils, toys, porcelain, carpeting, leather, shoes, clothing, cardboard, household appliances, tree trimmings, trees and tree limbs under 60 inches in length.

Excluded will be broken concrete and other refuse from repairs, alterations and new construction of buildings and sidewalks, tree limbs and trunks over 60 inches in length and debris from commercial or industrial establishments, and material which cannot be easily handled by one (1) man, or weighs over 60 pounds. However, household appliances weighing over 60 pounds will be picked up under Proposition No. 1.

The Contractor shall remove all garbage, rubbish and household rubbish at designated pickup sites, including any debris dropped during pickup.

#### 4. CONTROL AND PENALTIES/REWARDS:

A. The Contractor shall work under the immediate supervision of the Board of Public Works of the City. Complaints, missed pickups and directions necessary for satisfactory service will be handled through the Citizen Advocates Office. The Citizen Advocate (or authorized representative) shall notify the Contractor, through telephone communication, of any missed or unsatisfactory pickups, and the Contractor must make those pickups within 48 hours. In addition, Contractor will work with the Citizen Advocate to resolve all citizen complaints and problems to the satisfaction of the Board of Public Works.

B. The City of Fort Wayne shall conduct, in September of the first year (1982) and each following year of the

contract in the month of May, a telephone survey of 400 randomly selected homeowners within the City of Fort Wayne.

Each of these 400 homeowners shall be asked: "How would you rate the garbage service you receive from the City; excellent, good, not so good, or poor?". Of those who express an opinion, for each percentage point above 20% of people who feel that garbage service is "not so good" or "poor", the City shall deduct \$2,000 from its annual payment, in one lump sum, within 30 days of conclusion of survey, to the contractor. For every percentage below 20% of those responding "not so good" or "poor", the City shall add \$2,000 to its annual payment, in one lump sum, within 30 days of conclusion of survey, to the contractor. If the contractor questions the validity of the opinion research conducted by the City, then it may, using its own funds, commission independent opinion research from a consultant jointly agreed upon with the City. The same question shall be used, and the City's penalty or reward shall be based on the independent opinion research. The formula for quality of service penalty or reward shall, in short, be as follows:  $-1 \times (\% \text{ indicating garbage service is not so good or poor} - 20) \times \$2,000$ .

C. In the event Contractor fails to collect and remove or properly dispose of garbage or other materials herein provided for, in accordance with the terms of this contract, for a period of seven (7) days (Acts of God excepted), the Board of Public Works of the City may, after written notice to Contractor of specific complaint, cause all such garbage and such material to be collected and disposed of by City, or the City may contract with any other Contractor and utilize their manpower and equipment, and any and all costs and expenses which may be incurred by City shall be paid by Contractor to City immediately upon demand or may be paid by City out of or be charged against any monies due Contractor from City, at the election of City. Should it then be determined that Contractor is unable or unwilling to comply with the terms of this contract, City shall have the right forthwith to take over and operate any or all of Contractor's equipment and disposal facilities, including any and all trucks, sites and other facilities used in connection with this contract, and such of Contractor's personnel necessary to the operation of the same as are individually willing to work for the City in connection therewith until such time as Contractor shall satisfy said Board of Public Works of City that it is ready, able and willing to comply with all terms, conditions and provisions of this contract. In the event City has operated said collection and disposal system for a period of thirty (30) days, or upon any substantial

breach of this contract, at the option of City, an appraisal committee will be appointed, consisting of three (3) members, one to be appointed by Contractor, one member appointed by the City, the third member will be appointed by the two so selected by the Contractor and the City. The committee shall have the sole and exclusive authority to appraise and evaluate the trucks and other equipment of Contractor used in the performance of its obligations hereunder. Said committee shall forthwith appraise and evaluate said trucks and other equipment and shall file a written report thereof with said Board and with Contractor. The Board of Public Works of the City shall have the option, for a period of ninety (90) days thereafter, to purchase from Contractor all said trucks and other equipment and landfill (if applicable) and to concurrently therewith transfer title to said trucks and equipment and landfill (if applicable), the written Contract shall be thereby canceled and terminate.

#### 5. TYPE AND LOCATION OF CONTAINERS AND COLLECTION FREQUENCY:

SINGLE FAMILY AND DUPLEX HOUSING UNITS - Each single family and Duplex housing unit shall receive total pick up of solid waste (garbage and rubbish and household rubbish) once a week on a regular schedule. The Contractor shall designate a pick up spot for each residence within five feet of the residential units property line - at either a curb side or alley side location at the option of the contractor. The residents of each single family or duplex housing unit shall place solid waste within 6 feet of either side of the designated location in metal or plastic cans, plastic refuse or compactor bags of not more than 30 gallon capacity. The Contractor shall be paid for solid waste disposal service to single family and duplex units in the amount bid under Proposition No. 1. From all alley collection points where a fence exists, pickup will be made from alley side of fence.

MULTI-FAMILY HOUSING UNITS (Three (3) units and larger) - Each multi-family housing complex shall receive total pickup of solid waste (garbage, rubbish, and household rubbish), once a week on a regular schedule. The residents of each unit shall place solid waste in a metal or plastic can, plastic refuse or compactor bag of not more than 30 gallon capacity. A pickup site location may be agreed upon between property owner or manager and the contractor. Such site will be easily accessible for contractor's truck to



drive within 30 feet thereof, for ease of loading. In all cases, adequate drives must be provided to allow ingress and egress of contractor's trucks and the complex owner/manager must submit written authorization to the contractor permitting the contractor to enter the premises and to hold the contractor harmless to any damages resulting therefrom. However, contractor shall be responsible for any damages caused by negligence on its part.

Copies of the written authorization to a premise signed by the property owner/manager and the site location of the garbage pickup on the premise are the responsibility of the contractor to obtain. Copies of such documents will be placed on file in the Board of Public Works. In case a property owner/manager of the multi-family unit and the contractor disagree on the site location, the Board of Public Works will arbitrate, accept or reject the site location, as defined by the specifications of the contract.

MOBILE HOME UNITS - Each Mobile Home unit shall receive total pickup of solid waste (garbage, rubbish and household rubbish) once a week on a regular schedule. The Contractor shall designate a pickup spot for each unit within five feet of curb. The resident of each unit shall place solid waste within 6 feet of either side of designated location in metal or plastic cans, plastic refuse or compactor bags of not more than 30 gallon capacity. Above services to be paid for under Proposition No. 1.

(a) Mobile home court owner must provide adequate streets approved by Board of Public Works for ingress and egress to all mobile homes requiring service. Said streets to accommodate Contractor's trucks and allow for pickup at curb.

(b) Mobile home court owner must submit written authorization to the Board of Public Works permitting Contractor to enter premises and hold Contractor harmless to any damages resulting therefrom. However, Contractor shall be responsible for any damages caused by negligence on his part or any of his employees.

CITY FACILITIES - Contractor shall furnish service to all City Owned or Leased facilities (except Aviation and Parks) which produce refuse, on the basis of weekly or daily collections. Frequency of collection will be determined by

the Board of Public Works. A list of City Facilities, including type of collection is attached as Exhibit "C".

(a) Container size will vary from facility to facility. No charge is to be levied by Contractor to City for rental or use of any special container (bin or dumpster), such container, if needed, will be supplied by Contractor during the period of the Contract.

(b) Any additional equipment or collections will have to be justified by the Board by additional City service or building.

**SERVICE PROVIDED BY CONTRACTOR:** The Contractor awarded the contract for any Zone, 1 through 4, shall be reimbursed by the City for the collection and disposal of garbage, rubbish and household rubbish provided to single family, duplex, mobile home and multi-family units electing identical "single family type" service under the conditions prescribed in the preceding section.

#### 6. TIME OF OPERATION:

**RESIDENTIAL** - Including Apartment Complexes and Mobile Home Courts. Unless otherwise mutually agreed upon by the Board of Public Works and Contractor, collection of solid waste shall not commence before 5:00 A.M. and shall be completed by 11:00 P.M. on any single day of collection. No collection shall be made on Sundays or the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**CITY FACILITIES** - Pickups will be made at the City Facilities at hours to be approved by the Board of Public Works. The Board of Public Works will annually provide an up to date listing of locations of pickups.

City shall advise Contractor of street or alley closings and assist therein by providing access to accomplish required collections. City may, at Contractor's request and expense, post "No Parking" signs to facilitate collections in tight locations.

## 7. TRASH CANS AND CONTAINERS:

All City owned trash cans and containers in the downtown area (approximately 70 at present time) to be emptied daily, Monday through Friday, by the Contractor awarded the Zone where those containers are located. The location of the trash cans will be provided to Contractor by the Board of Public Works.

## 8. EQUIPMENT:

The Contractor will furnish all equipment, labor and supervision necessary to collect said garbage and rubbish, and will contract with, or furnish one or more disposal sites for the complete disposal of said garbage. Each bidder shall submit with his/her proposal, types of all equipment to be used in the performance of the proposed contract. Equipment to be used for hauling rubbish and garbage shall be of late model, steel body, non-leakable, and of the automatic packer type capable of collecting all household rubbish as defined in General Specifications 2 (c), during regular pickup schedule. The equipment shall be in such condition that the schedule of collection, as presented to the Board of Public Works, can be maintained. Breakdowns or faulty equipment will not be sufficient reason to deviate from this schedule. The Contractor shall use equipment equal in type, specifications, usual wear and tear excepted, at all times during the performance of the contract, and shall promptly acquire and use such additional equipment as performance of the contract shall from time-to-time require. The equipment must be available fifteen (15) days before the collections are to be made under the contract, at which time they will be inspected by the City.

The name of the company and the truck number shall be painted on both sides of the truck with letters and figures not less than seven (7) inches high. The Contractor must have his/her trucks washed a minimum of three (3) times per week.

The Contractor must make available to the City adequate space on both sides of each truck to hold informational signs that the City will provide. The size of the signs will be no larger than 30" in height and 60" in length. The City will provide the brackets.

#### 9. EMPLOYEE CONTROL:

All of the Contractors employees shall be competent and able to perform the duties assigned to them for all work covered by this contract. The Contractor must employ only neat, orderly, courteous, sober, competent and efficient employees and shall remove any employee who refuses or neglect to obey or carry out any of it's or the Board of Public Works instructions and such person shall not again be employed in the work covered by this contract. The Contractor shall prohibit drinking of alcoholic beverages by its employees while on duty or in the course of performing their duties under this Contract.

The Contractor shall give his/her personal supervision to the work or have assigned at all times a competent supervisor or other representative satisfactory to the Board of Public Works and having authority to act for the Contractor.

#### 10. DISPOSAL OF WASTE:

All solid waste collected by the Contractor shall be disposed of by the sanitary landfill method, or by other methods approved by the Board of Public Works. Contractor shall pay all costs for disposal of Solid Wastes collected under this Contract. The Contractor shall contract with or furnish a suitable site adequately zoned for the sanitary landfill, which site will have the prior and continued written approval of the Indiana State Board of Health for said waste disposal and lime and sewage sludge disposal, the Board of Health of the County in which it is located and the Fort Wayne, Allen County Board of Health.

Any proposed landfill site and operation thereof shall meet the requirements of the Indiana Stream Pollution Control Board Regulations SPC-18, Solid Waste Management Permit effective August 15, 1974. Regulation SPC-18 shall be made a part of these specifications for the purpose of acquiring and operating a sanitary landfill.

Bidders shall have forty-five (45) days from the date bids are received to submit evidence that each proposed landfill complies with the standards and requirements as set forth above, as well as any other laws or regulations governing the operation of a sanitary landfill. Failure to meet these requirements may be cause for rejection of a bid.

## 11. COMPENSATION:

City shall pay the Contractor monthly. Compensation shall be 1/12 of the total bid amount, or at the discretion of the Contractor, 1/24 payments may be made twice monthly. For the second and subsequent contract years, the number of additional collection units will be used as the basis upon which compensation shall be increased; to which there shall be added a figure equal to the number of single family, duplex and mobile home units constructed or otherwise created, within the limits of the Zone for which this contract is written, for the annual period immediately following the prior year for which such computation is made, as supplied by the Board of Public Works for the City of Fort Wayne. Said figure to be used for compensation shall be adjusted negatively based upon all dwelling units which are demolished and razed.

Should any territory be annexed to City, a figure equal to the actual number of single family, duplex and mobile home units therein on the basis of a physical count made by the City, shall be added to the contract of and effective upon the effective date that such annexation is complete and final as prescribed in the applicable statute of the State of Indiana on annexation, and such compensations shall be forthwith increased accordingly. Should any territory be annexed after bid date and prior to starting of contract, such collection units shall be added to the first year's compensation unit figure.

The Contractor shall report to the Board of Public Works on a quarterly basis, identifying the number of units served under Proposition I, and the number of units under Proposition II by address, and, if applicable, Proposition III, electing "single family type" service. The report will establish the number of units that the Contractor will be reimbursed for, as stated in Proposition No. 2. Payment for Multi-Family units will be made concurrently with payments for single family, duplex and mobile home units under Proposition No. 1.

## 12. ASSIGNMENT:

The Contractor shall not assign the contract or sublet as a whole or in part without the written consent of the City. Such assignment shall not release the Contractor from any of his/her obligations and liabilities under the

contract. Violation of this specification shall result in instant termination. Any violation of the specifications in this contract shall be sufficient cause for the immediate cancellation or issuance of penalties, by the Board of Public Works, who may thereupon employ the necessary labor to perform the work or readvertise or relet the work, at the expense of the offending Contractor and his/her sureties.

#### 13. TERM OF AGREEMENT:

The term of this contract shall be for a period of six (6) years beginning January 1, 1982 and ending December 31, 1987, with an Option to renew with the approval of all contracting parties for a period not to exceed one (1) year conforming with the same terms and conditions established with this initial contract.

#### 14. INDEMNIFICATION:

The Contractor does agree:

To indemnify and save City harmless from, including Attorney fees, any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of Contractor, its agents or employees, in the carrying out of this contract, or any matters connected therewith or related thereto.

To, on notice given by City, defend at its own expense any action or suit brought against City because of any work or other acts done by Contractor under terms hereof;

To pay any Judgement which may be obtained against City by reason of any work or acts done hereunder by Contractor, its agents or employees;

To pay all damages occurring to any persons or property, public or private, resulting from any fault or neglect on its part or on the part of its agents or employees.

To promptly repair any damage to yard, driveways, alleys, curbs, streets, etc., other than normal wear and tear.

# 15. INSURANCE:

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage insurance, including contractual liability coverage for the provisions of Section 15 (Indemnification). All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverages	Limits of Liability
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 ea occurrence
Automobile Prop Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 ea occurrence

For purposes of this Contract, the Contractor shall cause the City to become a named insured on any and all such policies of Insurance referred to herein, as the City's interest may appear. The Contractor shall furnish to the City, prior to 30 days of the beginning of the Contract, Certificates of Compliance with all the foregoing insurance requirements. Failure to do so is cause for termination of the contract.

**16. COMPLIANCE WITH LAWS - PERMITS:**

The Contractor shall obtain at its own cost, and keep current, all permits, licenses, and bonds necessary for the conduct and completion of the work and/or required by Municipal, State and Federal Regulations and Laws, including Affirmative Action, unless specifically provided otherwise in Contract documents.

The Contractor shall give all notices, pay all fees, and comply with all federal, state and municipal laws, ordinances, rules, and regulations bearing on the conduct and completion of the work. This Contract, as to all matters not particularly referred to and defined therein shall notwithstanding, be subject to the provisions of all pertinent state statutes and ordinances of the municipality, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.

**17. BID BOND:**

A Certified Check, Cashier's Check, or Bank Draft drawn on a solvent bank payable without condition to the City of Fort Wayne, Indiana, or a satisfactory bid Bond executed by the Bidder and a surety company, in the amount required for the Zone or Zones being Bid, shall be submitted with each bid as a guarantee that if the bid is accepted by the City of Fort Wayne, a contract will be entered into and the performance of the contract will be entered into and the performance of the contract properly secured. No bid shall be withdrawn after opening of bids for a period of sixty (60) days after scheduled date and time of opening bids.



The bid bond amounts required will depend on the Zone or Zones being bid. The amounts are as follows:

Zone No. 1: (City Wide Bid)	\$120,000.00
Zone No. 2: (Southeast Zone)	\$ 40,000.00
Zone No. 3: (Southwest Zone)	\$ 40,000.00
Zone No. 4: (Northern Zone)	\$ 40,000.00

If Contractor is bidding Zone No. 1 along with any other Zones independently, the Contractor is responsible for only submitting the maximum amount for Zone No. 1. If Contractor is bidding on only one or two Zones, the Contractor must submit an amount equal to the sum of the amounts for the Zones being bid. At no time must a Bid Bond be submitted greater than \$120,000.00.

In case a bid is not accepted, the obligation of the said bond shall be null and void and said certified check, cashier's check, or bank draft shall be returned to the bidder.

In case a bid is accepted, and the Bidder does enter into Contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, and has furnished a performance bond as required, then the obligation of the bid bond shall be null and void or the said certified check, cashier's check, or bank draft shall be returned. In Case a bid is accepted and the Bidder shall refuse or neglect to enter into a contract with the City of Fort Wayne, for the work bid upon, within ten (10) days after notification of acceptance and award, and has furnished bid bond as required, then the obligation of the bid bond shall remain in full force or said certified check, cashier's check, or bank draft shall be forfeited to the City of Fort Wayne as ascertained and liquidated damages for failure to so comply.

#### 18. PERFORMANCE BOND:

The successful bidder, at the time of signing the contract and fifteen (15) days prior to the beginning of each contract year, will be required, at his/her own expense, to furnish an annual bond guaranteeing faithful performance of the contract in an amount required for the Zone or Zones being awarded to the successful Contractor under this contract executed by the Bidder and Surety to be approved by the Board of Public Works. The performance

bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way effect his/her obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to specifications of work".

The Performance Bond amounts required will depend on the Zone or Zones awarded. The amounts are as follows:

Zone No. 1: (City Wide Bid)	\$ 1,050,000.00
Zone No. 2: (Southeast Zone)	\$ 350,000.00
Zone No. 3: (Southwest Zone)	\$ 350,000.00
Zone No. 4: (Northern Zone)	\$ 350,000.00

Notwithstanding on how the bid is awarded, the maximum Performance Bond would be \$1,050,000.00.

19. UNUSUAL INCREASE/DECREASE IN COSTS DUE TO CITY GOVERNMENT ACTIONS:

In the event that large increases (or decreases) in the cost of operation of the work of this Contract occur because of city government action, the Contract amount may be adjusted by mutual agreement of the two parties. Adjustment of the Contract amount for this reason shall be limited to the items that cannot be reasonably anticipated by the Contractor at the time of bidding. The Contractor shall supply detailed information concerning his/her request for consideration for any increase for the Board of Public Work's consideration.

20. TERMS AND CONDITIONS:

The successful bidder shall enter into a contract with the City of Fort Wayne containing in substantial form the terms and conditions set out in the proposed contract, for the established Zone or Zones, as follows:

The Contractor shall enter the amounts of his/her bid for the following Propositions in the areas provided in the Proposal portions of this bid.

Proposition No. 1:

For the complete performance of all the terms, conditions and provisions of Proposition No. 1, as per specifications, namely,

A six (6) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from:

(a) Curb or alley location for each household, duplex and mobile home unit.

(b) Collection, as required, of all City Facilities (except Aviation and Parks) and all City owned trash cans and containers.

Proposition No. 2:

For the complete performance of all the terms, conditions and provisions of Proposition No. 2, as specifications, namely,

A six (6) year contract providing for total solid waste (including garbage, rubbish, and household rubbish) collection and disposal on a weekly schedule from Multi-Family units;

(a) Per unit price for once a week "single family type" pickup of Multi-Family units:

Proposition No. 3:

Adjustments in the contract price, per zone, for the providing of collection and disposal of solid waste caused by changes in the total number of residences referred to herein, resulting from annexation, new construction or demolition.

21. CHANGE IN COST OF DOING BUSINESS:

The compensation payable to the Contractor in Proposition Numbers 1, 2 and 3, for the second and subsequent years of the term hereof shall be adjusted as

provided below. To allow flexibility and increase competition, the Contractor is requested to bid, using all five options. The City, while evaluating the bids, will choose the bid and the option most beneficial to the City over the term of the contract.

The cost option (1,2,3,4 or 5) that the contractor proposes and subsequently the City selects as the "most beneficial to the City" will be the cost adjustment formula used for the six years of the contract. If the City elects to extend the contract for one more year (7th year) the same cost adjustment option will be in effect.

All reference to CPI, (Consumer Price Index) throughout the Proposal, Specifications, Contract and Addendums, will be based as follows:

Change in CPI will be measured on an annual basis with measurement period corresponding to the Federal Budget Fiscal Year, beginning October 1, and ending September 30. (except Cost Adjustment Options No. 1 and 2 in Specifications, Section 21.) This measure was chosen so that final change in CPI will be available before the Civil City fiscal year begins, which is January 1. This time period also corresponds to the beginning of each contract year to which the formula change applies. CPI measurement will begin October 1, 1981, and close September 30, 1982, for the Contract year beginning January 1, 1983.

In cost adjustments No. 1 and 2, CPI is based on the calendar year January 1 to December 31. Cost adjustment option No. 3 requires a certified audit and approval of the Board of Public Works by January 1 of each affected year. Therefore, the CPI may be set for cost adjustment option No. 3 as described above.

#### Option No. 1: (80% CPI)

At the start of the second year and each year thereafter, compensation to the Contractor shall be increased or decreased in an amount equal to 0.8 multiplied by the net percentage change in the CPI as follows:

Example:

$$\begin{array}{lcl} \text{Jan 1, 1983} & & (\text{CPI for Dec 1982} - \text{CPI for Dec 1981} \times 0.8) \\ \text{to} & 1 + & \text{-----} \\ \text{Dec 31, 1983} & & (\text{CPI for Dec. 1981}) \end{array} \times \frac{\text{Base Bid}}{12}$$

$$\begin{array}{lcl} \text{Jan 1, 1984} & & (\text{CPI for Dec 1983} - \text{CPI for Dec 1982} \times 0.8) \\ \text{to} & 1 + & \text{-----} \\ \text{Dec 31, 1984} & & (\text{CPI for Dec. 1981}) \end{array} \times \frac{\text{Base Bid}}{12}$$

Option No. 2: (110% CPI)

At the start of the second year and each year thereafter, compensation to the Contractor shall be increased or decreased in an amount equal to 1.1 multiplied by the net percentage change in CPI as follows:

Example:

$$\begin{array}{lcl} \text{Jan 1, 1983} & & (\text{CPI for Dec 1982} - \text{CPI for Dec 1981} \times 1.1) \\ \text{to} & 1 + & \text{-----} \\ \text{Dec 31, 1983} & & (\text{CPI for Dec. 1981}) \end{array} \times \frac{\text{Base Bid}}{12}$$

$$\begin{array}{lcl} \text{Jan 1, 1984} & & (\text{CPI for Dec 1983} - \text{CPI for Dec 1982} \times 1.1) \\ \text{to} & 1 + & \text{-----} \\ \text{Dec 31, 1984} & & (\text{CPI for Dec. 1981}) \end{array} \times \frac{\text{Base Bid}}{12}$$

Option No. 3: (Cost plus Rate of Return)

At the start of the second year and each year thereafter, compensation to the Contractor shall be increased or decreased in an amount equal to the Contractors change in allowable expenses plus a fluctuating rate of return.

For Clarification:

Last years cost - this refers to the bid amount as established by bid, for the first year, and any adjustments to the bid amount actually paid to the Contractor for subsequent years.

This years cost - For the 1983 Adjustment, this refers to the actual costs incurred by the Contractor for the first three quarters of the year prior to the date of adjustment, supported by a Certified Audit. The first three quarters (9 months) will be averaged to establish an annual cost figure. For all subsequent years, this refers to the actual costs incurred by the Contractor for the 12 month period ending September 30, supported by a Certified Audit, prior to the January adjustment date.

Example: COST ADJUSTMENT FOR YEAR - 1983:

Last years cost = original bid amount

This years cost = Actual costs for the first 9 months of 1982. (Costs to be averaged and annualized for making cost calculations)

COST ADJUSTMENT FOR YEAR - 1984:

Last years cost = 1983 Contract Payments

This years cost = Actual costs for the last 3 months of 1982 and the first 9 months of 1983.

Allowable expenses include, reimbursement for labor costs, purchases and maintenance of rolling stock, landfill cost, insurance, Workmens Compensation, Taxes, depreciation, interest, and such other items deemed to be normal business expenses by the Board of Public Works.

- \* Subtract last years costs from this years cost to find the change in costs (+ or -).
- \* Divide the change in costs by last years costs to find the percentage change.
- \* Multiply CPI by .8, and subtract the percentage change in costs from the 80% of CPI, multiply the difference by .5 to find the incentive variable %.
- \* Multiply the % incentive variable by last years cost and add the total to change in costs to determine the amount of increase or decrease.
- \* Add last years cost to the adjusted increase or decrease to determine the new contract amount.

(Last years cost	= A)
(This years cost	= B)
(CPI x .8	= C)
(Change in costs (+ or -)	= D)
(% change (+ or -)	= E)
(.5	= F)
(Incentive variable %	= G)
(New contract amount	= H)

Formula:  $B - A = D$ ,  
 $D \div A = E$ ,  
 $C - E \times F = G$ ,  
 $G \times A + D + A = H$  (New Contract Amount)

Example:

Variables: (Last years cost = 2,000,000)  
 (This years cost = 2,150,000)  
 (Change in CPI = 12%)

$2,150,000 - 2,000,000 = 150,000$ ,  
 $150,000 \div 2,000,000 = .075$ ,  
 $.096 - .075 \times .5 = .0105$ ,  
 $.0105 \times 2,000,000 + 150,000 + 2,000,000 =$   
 $\$2,171,000.00$  (New Contract Amount)

The formula protects the Contractor by allowing his/her expenses to be reimbursed by the City. Consequently, each 1% increase in Contractor costs greater than .8 x CPI reduces Contractors rate of return by 1/2%. However, for each percentage point in cost increases lower than .8 x CPI, the Contractor receives a 1/2% increase in the rate of return. If the Contractor utilizes this formula, the Board of Public Works will require Certified Audits, of which costs will be paid by contractor, to verify the amount of allowable expenses.

Option No. 4: (Sanitation Service Price Index)

At the start of the second year and each year thereafter, compensation to the Contractor shall be increased or decreased in an amount based on a "Sanitation Service Price Index". The Formula used is listed below.

Formula:

$(.1 \times \% \text{ change in Fuel Prices} \times \text{last years bid}) +$   
 $(.2 \times \% \text{ change in CPI} \times \text{last years bid}) +$   
 $(.4 \times \% \text{ change in Labor Costs} \times \text{last years bid}) +$   
 $(.2 \times .1 \times \text{last years bid}) +$   
 $(\text{last years bid}) = \text{New Bid Amount}$

Example:

Variables: (Last years bid - 2,000,000)  
(Fuel Prices - up 15%)  
(CPI - up 12%)  
(Labor Costs - up 13%)

$(.1 \times .15 \times 2,000,000) + (.2 \times .12 \times 2,000,000) +$   
 $(.4 \times .13 \times 2,000,000) + (.2 \times .1 \times 2,000,000) +$   
 $(2,000,000) = \$2,222,000 \quad (\text{New Contract Amount})$

Option No. 5: (straight 10%)

At the start of the second year and each year thereafter, compensation to the Contractor shall be increased or decreased in an amount equal to a flat 10% increase.

Formula:

$\text{Last year's base} + (\text{last year's base} \times .1)$

CONSUMER'S PRICE INDEX: CPI, as referred to in this Section, is the Consumer's Price Index, published by the U.S. Department of Labor, Bureau of Labor Statistics, for "All Items" in the "U.S. City Average" category.

22. REPORTS:

The Contractor shall submit quarterly written reports, broken down by month, to the Board of Public Works detailing the number of tons or compacted cubic yards of Municipal Waste collected by the Contractor, and all other report requests as identified in Specifications, Proposal and Contract.



### 23. ACCEPTANCE:

The Board of Public Works reserves the right to accept and/or to reject any or all proposals. Any alteration, erasure, or interlineation of the Contract Document and of the form of the proposal itself may render the proposal irregular. Consequently, the Board of Works may reject the proposal or waive said defects and irregularities in the proposal.

The Board expressly reserves the right to Judge the experience, capability and financial resources of bidders to successfully perform this contract and when found unsatisfactory, reject the bid.

### 24. LIST OF OFFICERS AND STOCKHOLDERS:

Bidders shall submit a list of all corporate officers and all stockholders who own over 10% of their respective companies. All Partnership or Joint venture bidders shall list all partners or members of the venture and their respective percentage of participation in said Partnership or Joint venture. (Include in Form 96-A)

### 25. AFFIRMATIVE ACTION:

The Contractor shall comply with all appropriate Affirmative Action requirements, and further, the Contractor shall not discriminate in its carrying out of its duties hereunder on the basis of Race, Creed, Color, Sex, National Origin or Religion or any other proscribed basis. (See Exhibit "D")

The Contractor agrees to furnish a certificate from the Industrial Board of State of Indiana, showing that he/she has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana, and the Workmen's Compensational Diseases Act of the State of Indiana.

The Contractor will submit with his/her bid proposal package, the City of Fort Wayne Contractor Compliance Documents (2). The City may reject a contractors bid proposal if such documents are not included and/or complete. The Contractor awarded the Contract must update the City Affirmative Action documents annually on the anniversary date of the award. Contractor Affirmative

Action documents will be kept on file in the City Personnel Office.

#### 26. RIGHTS OF WORKERS:

The successful bidder shall be required to abide by the National Labor Relations Act, as amended in 1959, U.S. Code Title 29, Sections 141-168, guaranteeing the rights of workers to organize and to bargain collectively with their employers, or to refrain from all such activity.

#### 27. GENERAL CONDITIONS:

A. In all work performed hereunder, the successful bidder shall be required to comply strictly with all City, County, State, and Federal laws in force applicable to the successful bidder's operation, to comply with and be subject to the order and applicable regulations of the Board of Health and all other Departments and agencies of the City, and in all things to conform to an abide by the laws of the State of Indiana.

B. The successful bidder shall furnish City a certificate from the Industrial Board of the State of Indiana, certifying that it has complied with the terms and conditions of the Workmen's Compensation Act and the Occupational Diseases Act of the State of Indiana.

C. The failure on the part of the City to declare this contract terminated or otherwise to enforce its rights hereunder, upon the default of the successful bidder or the failure of the successful bidder to perform any of the terms, provisions, or conditions hereof, shall not operate to bar, abridge or destroy the right of City to declare this contract null and void or to exercise its other rights and privileges upon any subsequent default or failure by the successful bidder to perform any of the terms, provisions or conditions hereof.

D. It is understood that the contract will consist of the Notice to Bidders, Instructions to Bidders, General Specifications, Proposal Form, Non-Collusion Affidavit, Statement of Experience in Municipal Garbage and Rubbish Collection, Site and approval of Sanitary Landfill Site for Disposal of Garbage and Refuse Collected, Statement of Availability of Equipment, Work Plan, Performance Bond,

Contract and Insurance Certificates, Completed Form 96-A, Affirmative Action Program, Certificate from Industrial Board which are by reference thereto made a part of this contract as fully and effectually as if set out in full detail.

E. It is understood that this contract is subject to approval by ordinance of the Common Council of the City of Fort Wayne.

F. The successful bidder shall furnish City, thirty (30) days prior to beginning operations, a detailed map and schedule of routes and collection points showing days of collections, and said maps and schedules shall be kept current by the successful bidder. Any alteration in the routes, collection points or scheduled days of collection must be submitted to the Board of Public Works for approval in advance. Notification of collection points and schedules to the homeowner shall be at the Contractors expense.

EXHIBIT "A"

For the purposes of this bid, the City has been divided into three (3) Zones, including a fourth Zone combining all Zones. A map detailing the Zone boundaries is attached hereto as Exhibit "B".

The figures used here as estimates, have been obtained through the Community Development and Planning Department of the City of Fort Wayne. These figures represent the number of dwellings, but does not reflect any vacancy factor. The total vacancy rate, as measured by Community Development and Planning in 1980, is 7.5%.

The figures listed below are estimates only, and are to provide the Bidder with some information as to the number of dwellings for each Zone. The City is not responsible for these figures and shall not be held liable for them.

Zone No. 1: (City Wide Zone)

This Zone includes Zones 2, 3 and 4.

No. of Single Family, Duplex and Mobile  
Home Structures

Total Structures = 48,569

No. of Multi-Family Units  
(Three units per dwelling and over)

Total Units = 16,530

48569  
16530  
65099  
1

Zone No. 2: (Southeast Zone)

No. of Single Family, Duplex and Mobile  
Home Structures

Total Structures = 16,557

No. of Multi-Family Units  
(Three units per dwelling and over)

Total Units = 3,815

Zone No. 3: (Southwest Zone)

No. of Single Family, Duplex and Mobile  
Home Structures

Total Structures = 15,123

No. of Multi-Family Units

(Three units per dwelling and over)

Total Units = 4,429

Zone No. 4: (Northern Zone)

No. of Single Family, Duplex and Mobile  
Home Structures

Total Structures = 16,889

No. of Multi-Family Units

(Three units per dwelling and over)

Total Units = 8,286

October 6, 1981

The Board of Public Works  
Attention: Mr. Thomas W. Latchem,  
Chairman of the Board  
City of Fort Wayne  
Fort Wayne, Indiana

In Re: Extension of Bid of National Serv-All, Inc.

Dear Members of the Board:

Pursuant to a request by the Common Council of the City of Fort Wayne, National Serv-All hereby extends the period during which it may not withdraw its bid for a contract for the collection of garbage and refuse for the City of Fort Wayne to and including November 14, 1981.

National Serv-All, Inc. hereby agrees to extend the period within which the Common Council of the City of Fort Wayne must approve said contract, contained in Article 6 of the contract documents on page 19, to and including November 14, 1981.

Very truly yours,

NATIONAL SERV-ALL, INC.

*G. Charles Walbridge* Secretary

G. Charles Walbridge  
Secretary and General Manager

ajs

cc: Honorable Winfield C. Moses; Mr. John Nuckols; Mr. Donald Schmidt; Mr. Roy Schomburg; Mr. Benjamin Eisbart; Mr. Mark GiaQuinta; Mr. James Stier; Mr. Paul Burns; Mrs. Vivian Schmidt; Mr. Samuel Talarico